

**10. ALLONGE TO THIS NOTE**

If an allonge providing for payment adjustments or for any other supplemental information is executed by the Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box) NONE ATTN

☐ Graduated Payment Allonge

☐ Other (Specify)

☐ Other (Specify)

**11. DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

**12. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given in the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are described as follows:

Regulations (38 C.F.R. Part 36) issued under the Department of Veterans Affairs ("VA") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Ann M. Neu (Seal)  
Ann M. Neu (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

Without Recourse Pay To The Order Of

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

Mortgage Investors Corporation

By: [Signature] (Seal)  
Date: 2/27/02 (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

**DOREEN FAY**  
**ASSISTANT VICE PRESIDENT** (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

(Sign Original Only)

277815

2002-001 (PL) 10001

Page 2 of 2

Form 3250 1/01

0171761280369 600312199

~~600312199~~

NOTE  
NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE  
APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS  
OR ITS AUTHORIZED AGENT.

February 19, 2002  
[Date]

Boca Raton  
[City]

FL  
[State]

9640 Southwest 1st Place, Boca Raton, FL 33428

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$87,720.00 (this amount is called "Principal"), plus interest, in the order of the Lender. The Lender is MORTGAGE INVESTORS CORPORATION.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on April 1, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 1, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 6090 CENTRAL AVENUE, ST. PETERSBURG, FL 33707

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 554.46

4. BORROWER'S RIGHT TO PREPAY

The Borrower shall have the right to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Any Prepayment in full of the indebtedness shall be credited on the date received, and no interest may be charged thereafter. Any partial Prepayment made on other than an installment due date need not be credited until the next following installment due date or 30 days after such Prepayment, whichever is earlier.

277815

FLORIDA FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Amended for Veterans Affairs

Form 3210 1/01

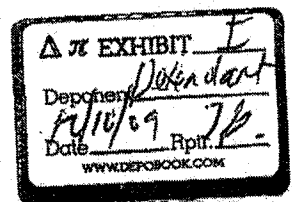
Amended 6/00

U.S. GOVT. SECURITIES

U.S. MORTGAGE SECURITIES - 10001521-7291

Page 1 of 3

Initials: ADW



GNACM 0017

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

277815

GMAC 5615-11 00001

Page 2 of 3

Form 321D 1/07  
Initials: AMJ

GMACM 0018

**10. ALLONGE TO THIS NOTE**

If an allonge providing for payment adjustments or for any other supplemental information is executed by the Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box] NONE AMN

☐ Graduated Payment Allonge

☐ Other (Specify)

☐ Other (Specify)

**11. DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

**12. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Regulations (38 C.F.R. Part 36) issued under the Department of Veterans Affairs ("VA") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Ann M. New (Seal)  
Ann M. New (Seal)  
Borrower

Without Recourse Pay To The Order Of

GMAC Bank (Seal)  
Borrower

Mortgage Investors Corporation

By: [Signature] (Seal)  
Date: 2/27/09 (Seal)  
Borrower

DOREEN FAY (Seal)  
ASSISTANT VICE PRESIDENT (Seal)  
Borrower

277815

5G(PL) 100001

Page 2 of 3

PAY TO THE ORDER OF

WITHOUT RECOURSE (Seal)  
GMAC MORTGAGE CORPORATION (Seal)  
Borrower

[Signature] (Seal)  
K. Doherty, Assistant Vice President (Seal)  
Borrower

Pay to the Order of  
GMAC Mortgage Corporation (Seal)  
Without Recourse (Seal)  
Borrower

[Signature] (Sign Original Only)  
Joanna Wight, Vice President  
Acting Agent for GMAC Bank

Form 3210 1/01

GMACM 0019

**IN THE CIRCUIT COURT FOR THE 15TH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

GMAC MORTGAGE, LLC,

Plaintiff,

vs.

ANN M NEU A/K/A ANN MICHELLE  
PEREZ; DOUGLAS WILLIAM NEU;  
UNKNOWN TENANT (S) IN  
POSSESSION OF THE SUBJECT  
PROPERTY,

Defendants.

GENERAL JURISDICTION DIVISION

CASE NO.

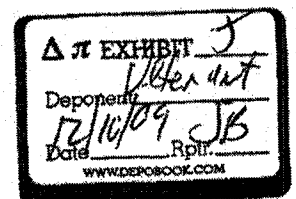
50 2008 CA 040805XXXX MB

Division: AW

**DEFENDANT, ANN M.  
NEU'S, REQUEST FOR  
PRODUCTION  
REGARDING JEFFREY  
STEPHAN DOCUMENTS**

Defendant, ANN M. NEU, pursuant to Fla.R.Civ.P. 1.350, requests the Plaintiff,  
GMAC MORTGAGE, LLC, to produce and permit the Defendants to inspect and copy,  
within 30 days, each of the following documents:

1. Jeffrey Stephan's most recent *curriculum vitae*.
2. The corporate resolution or other official action of the directors of GMAC Mortgage, LLC making Jeffrey Stephan a Limited Signing Officer.
3. The Corporate Resolution valid on March 5, 2008 permitting Jeffrey Stephan to sign as Vice Present of Mortgage Electronic Registration Systems, Inc. ("MERS") to assign the lien of a mortgage loan filed in this case.
4. All lists of Certifying Officers associated with the Corporate Resolution produced in response to the Request for Production No. 3.
5. All MERS® System documents, records, computer data, or other MERS information reviewed by Jeffrey Stephan prior to executing the Assignment of Mortgage filed in this case to determine the proper assignee.



CASE NO. 50 2008 CA 040805XXXX MB

6. All letters, emails or other communications from anyone instructing Jeffrey Stephan to execute the Assignment of Mortgage filed in this case.

7. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the search for the lost note, including but not limited to any documents cataloging or discussing:

- the locations searched;
- the identity (name, present or last known address and present or last known place of employment) of persons performing the search;
- the identity (name, present or last known address and present or last known place of employment) of all persons queried in the search;
- the expected location of the Promissory Note;
- the last known location of the Promissory Note;
- the date the search began; and
- the total time in person-hours spent searching.

8. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the determination that "Plaintiff was in possession of the subject note and was entitled to enforce it when loss of possession occurred."

9. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the determination that "the loss of possession was not the result of a transfer by Plaintiff or a lawful seizure."

10. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the determination that "Plaintiff cannot reasonably obtain possession of the subject note because its whereabouts cannot be determined."

11. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the identity all the persons and/or

CASE NO. 50 2008 CA 040805XXXX MB

entities who are the current beneficial owners of, or who have a beneficial or equitable interest in the promissory note.


12. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the identity all the persons and/or entities who are current legal owners of, or who have a legal interest in, the promissory note.

13. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the safekeeping and custody of the subject promissory note up to the date, including, but not limited to the location of the repository for the mortgage loan.

14. All receipts, bills, contracts, Pooling and Servicing Agreements, Mortgage Loan Schedules or any other documents evidencing Plaintiff's and/or Government National Mortgage Association's purchase of the subject mortgage loan from the original lender.

Dated: August 3, 2009.

ICE LEGAL, P.A.  
Counsel for Defendant  
1975 Sansburys Way, Suite 104  
West Palm Beach, FL 33411  
Telephone (561)793-5658  
Facsimile (866) 507-9888

By:   
THOMAS E. ICE  
Florida Bar No. 0521655

CASE NO. 50 2008 CA 040805XXXX MB

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing sent by mail  
and facsimile August 3, 2009 to all parties on the attached service list.

**ICE LEGAL, P.A.**  
Counsel for Defendant  
1975 Sansburys Way, Suite 104  
West Palm Beach, FL 33411  
Telephone (561)793-5658  
Facsimile (866) 507-9888

By:   
THOMAS E. ICE  
Florida Bar No. 0521655

**SERVICE LIST**

Chad Munez, Esq.  
LAW OFFICES OF  
MARSHALL C. WATSON, P.A.  
1800 N.W. 49th Street, Suite 120  
Fort Lauderdale, FL 33309(954) 453-0365  
*Plaintiff's counsel*



IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT, IN  
AND FOR PALM BEACH COUNTY,  
FLORIDA

GMAC MORTGAGE, LLC,

Plaintiff,

vs.

ANN M. NEU A/KA ANN MICHELLE  
PEREZ; DOUGLAS WILLIAM NEU; *et al.*

Defendants.

CASE NO: 50 2008 CA 040805XXXX MB

DIVISION: AW

**PLAINTIFF'S RESPONSE TO DEFENDANT'S REQUEST FOR PRODUCTION  
"REGARDING JEFFREY STEPHAN DOCUMENTS"**

Plaintiff, GMAC Mortgage, LLC, pursuant to Rule 1.350 of the Florida Rules of Civil Procedure, serves its Response to Defendant Ann M. Neu's Request for Production "Regarding Jeffrey Stephan Documents."

1. *Jeffrey Stephan's most recent curriculum vitae.*

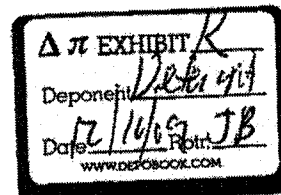
**Response:**

Objection. This request seeks information that is not likely to lead to the discovery of admissible evidence, and is not relevant to the claims and defenses in this action.

2. *The corporate resolution or other official action of the directors of GMAC Mortgage, LLC making Jeffrey Stephan a Limited Signing Officer.*

**Response:**

Inspection will be permitted.



3. *The Corporate Resolution valid on March 5, 2008 permitting Jeffrey Stephan to sign as Vice President of Mortgage Electronic Registration Systems, Inc. ("MERS") to assign the lien of a mortgage loan filed in this case.*

**Response:**

Inspection will be permitted.

4. *All lists of Certifying Officers associated with the Corporate Resolution produced in response to the Request for Production No.3.*

**Response:**

Objection. This request seeks information that is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving this objection, inspection will be permitted of the applicable list of certifying officers in effect when Jeffrey Stephan signed on behalf of MERS.

5. *All MERS® System documents, records, computer data, or other MERS information reviewed by Jeffrey Stephan prior to executing the Assignment of Mortgage filed in this case to determine the proper assignee.*

**Response:**

Objection. This request is vague, ambiguous, and improperly presumes Plaintiff has custody or control over any "MERS System documents"

Subject to and without waiving this objection, Plaintiff's response is none.

6. *All letters, emails or other communications from anyone instructing Jeffrey Stephan to execute the Assignment of Mortgage filed in this case.*

**Response:**

Objection.. This request is vague and ambiguous, seeks information that is not reasonably calculated to lead to the discovery of admissible evidence, and/or may be exempt from discovery as privileged attorney-client communications, or protected by the work product doctrine.

Subject to and without waiving this objection, Plaintiff's response is none.

7. *All documents, computer entries, digital images, electronic correspondence or other written materials regarding the search for the lost note, including but not limited to any documents cataloging or discussing:*

- *the locations searched;*
- *the identity (name, present or last known address and present or last known place of employment) of persons performing the search;*
- *the identity (name, present or last known address and present or last known place of employment) of all persons queried in the search;*
- *the expected location of the Promissory Note;*
- *the last known location of the Promissory Note;*
- *the date the search began; and*
- *the total time in person-hours spent searching.*

**Response:**

Objection. This request assumes the Note is currently lost, and that Plaintiff is seeking to re-establish a lost note. The original Promissory Note has been located, and will be filed in this action with the Clerk of Courts. Plaintiff is no longer making this claim, and plans to amend its Complaint to drop the count to re-establish the Note.

8. *All documents, computer entries, digital images, electronic correspondence or other written materials regarding the determination that "Plaintiff was in possession of the subject note and was entitled to enforce it when loss of possession occurred."*

**Response:**

Objection. This request assumes the Note is currently lost, and that Plaintiff is seeking to re-establish a lost note. The original Promissory Note has been located, and will be filed in this action with the Clerk of Courts. Plaintiff is no longer making this claim, and plans to amend its Complaint to drop the count to re-establish the Note.

9. *All documents, computer entries, digital images, electronic correspondence or other written materials regarding the determination that "the loss of possession was not the result of a transfer by Plaintiff or a lawful seizure."*

**Response:**

Objection. This request assumes the Note is currently lost, and that Plaintiff is seeking to re-establish a lost note. The original Promissory Note has been located, and will be filed in this action with the Clerk of Courts. Plaintiff is no longer making this claim, and plans to amend its Complaint to drop the count to re-establish the Note.

10. *All documents, computer entries, digital images, electronic correspondence or other written materials regarding the determination that "Plaintiff cannot reasonably obtain possession of the subject note because its whereabouts cannot be determined."*

**Response:**

Objection. This request assumes the Note is currently lost, and that Plaintiff is seeking to re-establish a lost note. The original Promissory Note has been located, and will be filed in this action with the Clerk of Courts. Plaintiff is no longer making this claim, and plans to amend its Complaint to drop the count to re-establish the Note.

11. *All documents, computer entries, digital images, electronic correspondence or other written materials regarding the identity all the persons and/or entities who are the current beneficial owners of, or who have a beneficial or equitable interest in the promissory note.*

**Response:**

Objection. This request is vague and ambiguous, and seeks information that is irrelevant and is overbroad.

12. *All documents, computer entries, digital images, electronic correspondence or other written materials regarding the identity all the persons and/or entities who are current legal owners of, or who have a legal interest in, the promissory note.*

**Response:**

Inspection of the original Note, endorsed to GMAC Mortgage Corporation, which is now GMAC Mortgage, LLC, will be permitted.

13. *All documents, computer entries, digital images, electronic correspondence or other written materials regarding the safekeeping and custody of the subject promissory note up to the date, including, but not limited to the location of the repository for the mortgage loan.*

**Response:**

Objection. The phrase, "repository for the mortgage loan," is vague and ambiguous, and the request seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

14. *All receipts, bills, contracts, Pooling and Servicing Agreements, Mortgage Loan Schedules or any other documents evidencing Plaintiff's and/or Government National Mortgage Association's purchase of the subject mortgage loan from the original lender.*

**Response:**

Objection. This request is misleading in that it assumes Plaintiff and/or Government National Mortgage Association purchased the mortgage loan from the original lender.

Subject to and without waiving this objection, there are no responsive documents.

**CERTIFICATE OF SERVICE**

**WE HEREBY CERTIFY** that a true and correct copy of the above was served by U.S. Mail and facsimile on December 8, 2009, to the parties on the attached service list.

Respectfully submitted,

LAPIN & LEICHTLING, LLP  
255 Alhambra Circle  
Suite 800  
Coral Gables, Florida 33134  
Telephone No.: (305) 569-4100  
Facsimile No.: (305) 569-0000

By: 

JEFFREY S. LAPIN  
Florida Bar No. 0993298  
N. ALEJANDRA ARROYAVE  
Florida Bar No. 648981

**SERVICE LIST**

Thomas Ice, Esq.  
Ice Legal, P.A.  
Counsel for Defendant  
1975 Sansburys Way, Suite 115  
West Palm Beach, Florida 33411

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT, IN  
AND FOR PALM BEACH COUNTY,  
FLORIDA

GMAC MORTGAGE, LLC,

Plaintiff,

vs.

ANN M. NEU A/KA ANN MICHELLE  
PEREZ; DOUGLAS WILLIAM NEU; *et al.*

Defendants.

CASE NO: 50 2008 CA 040805XXXX MB

DIVISION: AW

**CERTIFICATE OF SERVICE OF PLAINTIFF'S AMENDED ANSWERS TO  
DEFENDANT'S "NOTE AUTHENTICITY/OWNERSHIP" INTERROGATORIES**

WE HEREBY CERTIFY that a true and correct copy of Plaintiff's Amended Answers to Defendant's "Note Authenticity/Ownership" Interrogatories to Plaintiff, GMAC Mortgage, LLC, was served on December 8, 2009, via U.S. Mail to the parties on the attached Service List.

Respectfully submitted,

LAPIN & LEICHTLING, LLP  
255 Alhambra Circle  
Suite 800  
Coral Gables, Florida 33134  
Telephone No.: (305) 569-4100  
Facsimile No.: (305) 569-0000

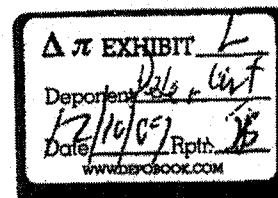
By:

  
JEFFREY S. LAPIN

Florida Bar No. 0993298  
N. ALEJANDRA ARROYAVE  
Florida Bar No. 648981

**SERVICE LIST**

Thomas Ice, Esq.  
Ice Legal, P.A.  
Counsel for Defendant  
1975 Sansburys Way, Suite 115  
West Palm Beach, Florida 33411



**GMAC MORTGAGE, LLC'S AMENDED ANSWERS TO DEFENDANTS'  
"NOTE AUTHENTICITY/OWNERSHIP" INTERROGATORIES**

2. Please describe, in detail, the material facts, as they existed on the date that the Complaint was filed, necessary to support the claim that "Plaintiff cannot reasonably obtain possession of the promissory note because its whereabouts cannot be determined," (Complaint ¶ 7), including, but not limited to:

- the locations searched;
- the identity (name, present or last known address and present or last known place of employment) of persons performing the search;
- the identity (name, present or last known address and present or last known place of employment) of all persons queried in the search;
- the expected location of the Promissory Note;
- the last known location of the Promissory Note;
- the date the search began; and
- the total time in person-hours spent searching.

**Response:**

The original Promissory Note has been located, and will be filed in this action with the Clerk of Courts. Plaintiff is no longer making this claim and plans to amend its Complaint to drop the count to re-establish the Note.

3. Please describe in detail, the material facts, as they existed on the date that the Complaint was filed, necessary to support the claim that "Plaintiff was in possession of the Mortgage Note and was entitled to enforce it when loss of possession occurred," as alleged in Complaint (¶ 5), including, but not limited to:

- the identity (name, present or last known address and present or last known place of employment) of the person(s) responsible for verifying the material facts upon which the claim is based, and
- a description, sufficiently specific for a request for production, of the documents upon which you relied for making that claim. (If you will produce the documents without a formal request for production, please attach copies of the documents to your answers.)

**Response:**

The original Promissory Note has been located, and will be filed in this action with the Clerk of Courts. Plaintiff is no longer making this claim and plans to amend its Complaint to drop the count to re-establish the Note.

By: 

Name: Juan A. Aguirre

Title: Senior Litigation Analyst

STATE OF Texas  
COUNTY OF Dallas

Sworn to and subscribed before me this 8<sup>th</sup> day of December, 2009, by  
Juan A. Aguirre, who is personally known to me or has produced  
as identification.



(Signature of Notary Public)

State of TexasChantell P. Owens

Print Name

CHANTELL P. OWENS  
COMMISSION EXPIRES  
October 10, 2011

Stamp Commissioned Name of Notary Public



**IN THE CIRCUIT COURT FOR THE 15TH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**GMAC MORTGAGE, LLC,**

**GENERAL JURISDICTION DIVISION**

**Plaintiff,**

**CASE NO.**

**50 2008 CA 040805XXXX MB**

**vs.**

**Division: AW**

**ANN M NEU A/K/A ANN MICHELLE  
PEREZ; DOUGLAS WILLIAM NEU;  
UNKNOWN TENANT (S) IN  
POSSESSION OF THE SUBJECT  
PROPERTY,**

**NOTICE OF TAKING  
DEPOSITION  
(DUCES TECUM)**

**Defendants.**

PLEASE TAKE NOTICE that the undersigned attorney will take the deposition  
(duces tecum) of:

**NAME:**

**Jeffrey Stephan (Plaintiff's Limited Signing Officer and  
Vice-President of Mortgage Electronic Registration  
Systems Incorporated.)**

**DATE:**

**December 10, 2009**

**TIME:**

**1:00 p.m.**

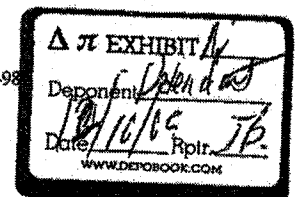
**PLACE:**

**Consor & Associates Reporting & Transcription  
1655 Palm Beach Lakes Blvd Suite 500  
West Palm Beach, Florida**

upon oral examination before, **Consor & Associates Reporting & Transcription**,  
Notary Public, or any other Notary Public or officer authorized by law to take depositions  
in the State of Florida. The oral examination will continue from day to day until  
completed. The deposition is being taken for the purpose of discovery, for use at trial, or  
for such other purposes as are permitted under the Rules of Court or Applicable Statutes.

The Deponent is to have with him at the time of the deposition all documents  
listed in Exhibit A.

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY  
ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS DEPOSITION, YOU  
MAY REQUEST SUCH ASSISTANCE BY CONTACTING THOMAS E. ICE, 1975  
SANSBURYS WAY, SUITE 115, WEST PALM BEACH, FL 33411, TELEPHONE:




CASE NO. 50 2008 CA 040805XXXX MB

(561) 793-5658 WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS  
SUBPOENA; IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 711.

Dated: November 18, 2009.

ICE LEGAL, P.A.  
Counsel for Defendant  
1975 Sansburys Way, Suite 104  
West Palm Beach, FL 33411  
Telephone (561)793-5658  
Facsimile (866) 507-9888

By:   
THOMAS E. ICE  
Florida Bar No. 0521655

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by  
mail and facsimile this November 18, 2009 to all parties on the attached service list.

ICE LEGAL, P.A.  
Counsel for Defendant  
1975 Sansburys Way, Suite 104  
West Palm Beach, FL 33411  
Telephone (561)793-5658  
Facsimile (866) 507-9888

By:   
THOMAS E. ICE  
Florida Bar No. 0521655

CASE NO. 50 2008 CA 040805XXXX MB

**SERVICE LIST**

Alejandra Arroyave, Esq.  
LAPIN & LEICHTLING  
255 Alahambra Circle Suite 800  
Coral Gables, FL 33134  
*Plaintiff's counsel*

**Court Reporter:**  
Consort & Associates Reporting & Transcription  
1655 Palm Beach Lakes Blvd Suite 500  
West Palm Beach, Florida 33401

CASE NO. 50 2008 CA 040805XXXX MB

**EXHIBIT A**

1. The deponent's most recent *curriculum vitae*.
2. The corporate resolution or other official action of the directors of GMAC Mortgage, LLC making deponent a Limited Signing Officer.
3. The Corporate Resolution valid on March 5, 2008 permitting deponent to sign as Vice President of Mortgage Electronic Registration Systems, Inc. ("MERS") to assign the lien of a mortgage loan filed in this case.
4. All lists of Certifying Officers associated with the Corporate Resolution produced in response to the Request for Production No. 3.
5. All MERS® System documents, records, computer data, or other MERS information reviewed by deponent prior to executing the Assignment of Mortgage filed in this case to determine the proper assignee.
6. All letters, emails or other communications from anyone instructing deponent to execute the Assignment of Mortgage filed in this case.
7. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the search for the lost note, including but not limited to any documents cataloging or discussing:
  - the locations searched;
  - the identity (name, present or last known address and present or last known place of employment) of persons performing the search;
  - the identity (name, present or last known address and present or last known place of employment) of all persons queried in the search;
  - the expected location of the Promissory Note;
  - the last known location of the Promissory Note;
  - the date the search began; and
  - the total time in person-hours spent searching.

CASE NO. 50 2008 CA 040805XXXX MB

8. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the determination that "Plaintiff was in possession of the subject note and was entitled to enforce it when loss of possession occurred."

9. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the determination that "the loss of possession was not the result of a transfer by Plaintiff or a lawful seizure."

10. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the determination that "Plaintiff cannot reasonably obtain possession of the subject note because its whereabouts cannot be determined."

11. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the identity all the persons and/or entities who are the current beneficial owners of, or who have a beneficial or equitable interest in the promissory note.

12. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the identity all the persons and/or entities who are current legal owners of, or who have a legal interest in, the promissory note.

13. All documents, computer entries, digital images, electronic correspondence or other written materials regarding the safekeeping and custody of the subject promissory note up to the date, including, but not limited to the location of the repository for the mortgage loan.

CASE NO. 50 2008 CA 040805XXXX MB

14. All receipts, bills, contracts, Pooling and Servicing Agreements, Mortgage Loan Schedules or any other documents evidencing Plaintiff's and/or Government National Mortgage Association's purchase of the subject mortgage loan from the original lender.

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT, IN  
AND FOR PALM BEACH COUNTY,  
FLORIDA

GMAC MORTGAGE, LLC,

Plaintiff,

vs.

ANN M. NEU A/K/A ANN MICHELLE  
PEREZ; DOUGLAS WILLIAM NEU; *et al.*

Defendants.

CASE NO: 50 2008 CA 040805XXXX MB

DIVISION: AW

**CERTIFICATE OF SERVICE OF PLAINTIFF'S AMENDED ANSWERS TO  
DEFENDANT'S "MORTGAGE LOAN OWNERSHIP" INTERROGATORIES**

WE HEREBY CERTIFY that a true and correct copy of Plaintiff's Amended Answers to Defendant's "Mortgage Loan Ownership" Interrogatories to Plaintiff, GMAC Mortgage, LLC, was served on December 8, 2009, via facsimile and U.S. Mail to the parties on the attached Service List.

Respectfully submitted,

LAPIN & LEICHTLING, LLP  
255 Alhambra Circle  
Suite 800  
Coral Gables, Florida 33134  
Telephone No.: (305) 569-4100  
Facsimile No.: (305) 569-0000

By: 

JEFFREY S. LAPIN

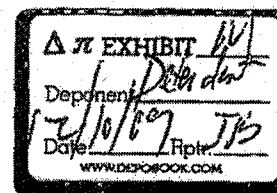
Florida Bar No. 0993298

N. ALEJANDRA ARROYAVE

Florida Bar No. 648981

**SERVICE LIST**

Thomas Ice, Esq.  
Ice Legal, P.A.  
Counsel for Defendant  
1975 Sansburys Way, Suite 115  
West Palm Beach, Florida 33411



**GMAC MORTGAGE, LLC'S AMENDED ANSWERS TO DEFENDANTS'  
"MORTGAGE LOAN OWNERSHIP" INTERROGATORIES**

2. Please identify all persons and/or entities who are the current beneficial owners of, or who have a beneficial or equitable interest in the Promissory Note.

**Response:**

Federal National Mortgage Association.

3. Please identify all the persons and/or entities who are current legal owners of, or who have a legal interest in, the Promissory Note.

**Response:**

GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation.

5. Please identify the current investor or investors with an interest in the Mortgage Loan, including, but not limited to, those holding an interest through the purchase of securities backed by the Mortgage Loan.

**Response:**

Federal National Mortgage Association.

8. Please identify the Trust in which the subject loan has been securitized, as well as the Trustee, and the applicable Pooling and Servicing Agreement.

**Response:**

Plaintiff is unaware of any Trust or applicable Pooling and Servicing Agreement.

9. Please state whether there are any terms of the applicable Pooling and Servicing Agreement that restrict or limit Your authority to modify the subject loan, and if so, please describe the restrictions or limitations, including but not limited to:

- a. Whether loan modifications are forbidden outright;
- b. Whether only certain types of modifications are permitted, and if so, the types that are permitted;
- c. Whether there is a cap on the total number of loans in the pool that may be modified, and if so, whether that cap has been reached;



- d. *Whether You are required to purchase any loans that You modify at an amount equal to or greater than the face value outstanding.*

**Response:**

Plaintiff is unaware of any applicable Pooling and Servicing Agreement.

10. *Please state whether the applicable Pooling and Servicing Agreement requires that the Promissory Note be physically transferred or delivered to the Trustee within a certain time period upon formation of the Trust, and if so, what that time period is and whether the Promissory Note was physically transferred or delivered to the Trustee before the expiration of that time period.*

**Response:**

Plaintiff is unaware of any applicable Pooling and Servicing Agreement.

By: 

Name: Juan A. Aguirre

Title: Senior Litigation Analyst

STATE OF Texas  
COUNTY OF Dallas

Sworn to and subscribed before me this 8th day of December, 2009, by Juan A. Aguirre, who is personally known to me or has produced as identification.

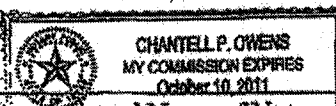


(Signature of Notary Public)

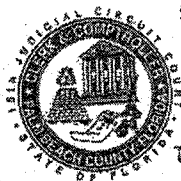
State of Texas

Chantell P. Owens

Print Name



Stamp Commissioned Name of Notary Public



STATE OF FLORIDA • PALM BEACH COUNTY

This copy is a true copy of the ORIGINAL  
on file in this office. WITNESS my  
hand and Official Seal.

THIS 3RD DAY OF MAY, 20 12

SHARON R. BOCK  
CLERK & COMPTROLLER

By Sean Michael  
DEPUTY CLERK